



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 21, 2002

IN REPLY PLEASE
REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**WILMINGTON AVENUE FROM VICTORIA STREET TO DEL AMO BOULEVARD
CITY OF CARSON-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 2
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project to improve Wilmington Avenue from Victoria Street to Del Amo Boulevard, which is jurisdictionally shared with the City of Carson, is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the enclosed cooperative agreement with the City for the project. The agreement provides for the City to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost. The total project cost is estimated to be \$1,000,000, with the County's share estimated to be \$500,000 and the City's share estimated to be \$500,000. The agreement further provides for the City to finance the ongoing cost of maintaining the median landscaping in both the City's and the County's jurisdiction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Carson and the County propose to improve Wilmington Avenue from Victoria Street to Del Amo Boulevard. The work includes the rehabilitation of the existing deteriorated roadway pavement from Glenn Curtiss Street to Del Amo Boulevard and the construction of a raised landscape median from Victoria Street to Del Amo Boulevard. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This proposal is also authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Organizational Effectiveness. By partnering with the City of Carson, we are able to deliver services in a seamless manner.

FISCAL IMPACT/FINANCING

The total project cost is estimated to be \$1,000,000, with the County's share estimated to be \$500,000 and the City's share estimated to be \$500,000. Funding for this project is included in the Fiscal Year 2002-03 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement, which has been approved as to form by County Counsel, provides for the City to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance their respective jurisdictional shares of the project cost. The County's actual share will be based upon a final accounting of the construction cost of the project.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorical exempt to Class 1 (x), Subsections 2 and 14, of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (c), of the California Environmental Quality Act guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Wilmington Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C020825
A:\Wilmington Ave.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Wilmington Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to rehabilitate the existing deteriorated roadway pavement from Glenn Curtiss Street to Del Amo Boulevard and construct raised landscaped median from Victoria Street to Del Amo Boulevard, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the jurisdictional limits of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT; and

WHEREAS, the "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, and construction survey for PROJECT, as more fully set forth herein; and

WHEREAS, CITY and COUNTY are both willing to finance their respective jurisdictional shares of COST OF PROJECT; and

WHEREAS, CITY is also willing to finance the ongoing cost of maintaining the median landscaping in both the CITY'S and the COUNTY'S jurisdiction; and

WHEREAS, PROJECT is currently estimated to be One Million and 00/100 Dollars (\$1,000,000.00) with COUNTY'S share being Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and CITY'S share being Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. Before advertising for construction bids, to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct facilities that are to be maintained by COUNTY.
- d. To advertise PROJECT for construction bids, to award, and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To obtain COUNTY'S written approval of construction bids and proposed award amount prior to the award of the construction contract. If the low bid is higher than the engineer's estimate and COUNTY does not approve the low bid, then CITY shall delete from the PROJECT the COUNTY'S jurisdictional portion of work and COUNTY shall have no obligation to CITY on this PROJECT.
- f. To obtain prior COUNTY approval of all change orders for new or unforeseen work not shown on the contract plans where COUNTY'S jurisdictional share of the COST OF PROJECT is in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). If the COUNTY does not approve the change order, then CITY shall delete from the PROJECT the COUNTY'S jurisdictional portion of change order and COUNTY shall have no obligation to CITY on this change order.

- g. To ensure that COUNTY and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities for PROJECT.
- i. To finance the ongoing cost of maintaining the median landscaping in both the CITY'S and the COUNTY'S jurisdiction.
- j. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction.

(2) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of COST OF PROJECT, pursuant to paragraph (3) d., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- b. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of COST OF PROJECT, currently estimated to be Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Said demand will consist of a billing invoice prepared by CITY.
- d. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- e. To review construction bids, the proposed award amount, and change orders and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld, for good reason and in good faith, in the event that COUNTY'S jurisdictional share of the COST OF PROJECT, as estimated based upon the proposed award and change order amounts, exceeds Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

- f. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way, and to construct those facilities that are to be maintained by COUNTY.
- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S jurisdiction, excluding the median landscaping which is to be maintained by CITY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall include all costs associated with PROJECT and shall consist of the costs of preliminary engineering, construction contract, contract administration, construction engineering and inspection, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index; and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The cost of the "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- d. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incident to any such work or improvement) located within COUNTY'S jurisdiction shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the total COST OF PROJECT.

The cost of all work or improvements (including all engineering, administration, and all other costs incident to any such work or improvement) located within CITY'S jurisdiction shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the total COST OF PROJECT.

- e. That if COUNTY'S share of COST OF PROJECT, based upon the final accounting, exceeds COUNTY'S payment, COUNTY shall pay to CITY the additional amount upon demand. Said demand will consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY funds are less than said payment, CITY shall refund the difference to COUNTY.
- f. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and CITY inspector shall be responsible for proper inspection of the PROJECT, as needed.
- g. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Ken Boyce
Director of Public Works
City of Carson
P.O. Box 6234
Carson, CA 90745

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- i. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- k. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32372 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chairman, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF CARSON

BY _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
City Clerk

BY _____
City Attorney